FRAUD—CONFIDENTIAL RELATIONS—HUSBAND AND WIFE.—The plaintiff, in reliance upon promises of his wife that she would thereafter peaceably live with him, conveyed certain lands to her absolutely. Three days after the conveyance she refused to cohabit with him longer, and finally left him altogether. In a suit to set aside the deed, *Held,* that such relief would be granted. *Hursen* v. *Hursen* (1904), — Ill. —, 72 N. E. Rep. 391.

The principles concerning fraud in the confidential relations are only applicable, it is stated, when the facts establish the existence of trust and confidence from the relation of the parties themselves. *Clodfelter* v. *Hulett,* 72 Ind. 137. Such being the case in the marital relation, equity will relieve either party from an unjust advantage which the other has obtained by coercion and imposition peculiar to such relation, though the circumstances would not amount to fraud as against a stranger. *Greene* v. *Greene,* 42 Neb. 634, 60 N. W. Rep. 937; *Witbeck* v. *Witbeck,* 25 Mich. 439. The courts are especially watchful of voluntary transfers between husband and wife. *Farmer's Ex.* v. *Farmer,* 39 N. J. Eq. 211; *Bartlett* v. *Bartlett,* 15 Neb. 593. A conveyance of the separate estate of the wife to the husband, induced by his false representations as to the effect of such conveyance, may be annulled. *Stumpf* v. *Stumpf,* 7 Mo. App. 272; *Fry* v. *Fry,* 7 Paige 461. Likewise a conveyance by the husband to the wife, which exhausts his estate and leaves him impoverished, will not be upheld. *Warlick* v. *White,* 86 N. C. 139, 41 Am. Rep. 453. See, however, *Finlayson* v. *Finlayson,* 17 Ore. 347, 21 Pac. Rep. 57, 11 Am. St. Rep. 836. In the present case the court based its decision upon the ground that the plaintiff was induced to act by the confidence he had in his wife and the full faith he gave to her promises, which, by virtue of the relation, were, in legal effect, fraudulent.

GARNISHMENT—INTERESTS IN EXPECTANCY.—Testator bequeathed stock in a corporation to one for life and at her death to his nephew, who was his executor, contingent on the nephew's surviving the legatee for life. *Held,* that during the life of the first legatee the stock could not be attached by summoning the executor as garnishee in an ordinary writ of attachment execution for a personal debt, without the affidavit and recognizance prescribed by statute. *First National Bank of Woodstown* v. *Trainer* (1904), — Penn. —, 58 Atl. Rep. 816.

It has generally been held that the future interest cannot be attached during the life of the legatee for life; it is uncertain, incapable of just appraisal, and possibly of no value. The process of garnishment is unadapted to secure an interest in expectancy so remote and uncertain. It is a well settled rule that to be liable to garnishment a claim must be one owing absolutely to the principal defendant as contra-distinguished from an uncertain claim. While the indebtedness on the part of the garnishee is contingent and it is uncertain whether he will ever be indebted to the defendant, there is no claim in favor of the latter which can be reached by garnishment. *Smith* v. *Gilbert,* 71 Conn. 149; *Morey* v. *Sheltus,* 47 Vt. 342; *Carson* v. *Carson,* 6 Allen 397.